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located at:

and represented by:

(Title)

for an indefinite period; one-year (please check appropriate option).

This License Agreement, hereinafter called the "Agreement", contains the terms and conditions by which domestic and foreign Licensees may use databases or portions of databases created by or made available in machine-readable form by the National Library of Medicine (NLM) to provide information services and/or products from the databases.

A. PURPOSE

This Agreement describes the conditions under which the National Library of Medicine (NLM) or its authorized agent(s) permits its databases, databanks, or portions thereof (hereinafter referred to as the "NLM databases") to be used by the individual or organization signing below (hereinafter called the "Licensee").

B. DURATION, TERMINATION AND REVOCATION

Upon execution of this Agreement and payment of any fees that may be imposed in the future, the Licensee may use machine-readable copies of the NLM databases on a non-exclusive basis .

- 1 Subject to available governmental funding, Licensees may enter into an indefinite agreement or a one-year agreement which may be renewed for successive one year periods. The Agreement may be terminated by either Party upon ninety (90)-days written notice.
- 2 Only one License is executed for each Licensee. The Licensee may add other NLM databases under an existing License by completing an [Intended Use Worksheet](#) for each new database and sending it to NLM. The Licensee may discontinue receiving one or more databases upon written notification to NLM. Upon discontinuance of a database, the Licensee must clearly notify the users of the information services or products based on that database to cease their use because the data are no longer current. (See Paragraph D.2.I. regarding discontinuing service on MEDLARS products that are superseded by updated or maintained versions.)
- 3 In the event that NLM makes changes in the structure of a database, the Licensee may terminate this Agreement for that database as set forth in Paragraph H. Licensees terminating under these conditions will be credited or refunded any fees paid, prorated for the remaining term of the License.

- 4 In the event that the Licensee fails to make payment incurred pursuant to this Agreement, as specified by NLM, within ninety (90) days of receipt of an invoice, or fails to comply with any of the terms and conditions in this Agreement, NLM may revoke this Agreement in writing by sending notice of revocation to the Licensee by registered mail. If the Licensee cures the failure to the reasonable satisfaction of NLM within sixty (60) days of the date of the notice of revocation, this Agreement shall continue in effect without the necessity for renegotiation.

C. LIABILITIES AND WARRANTIES

- 1 The Licensee agrees that it shall assume liability for its negligent acts and omissions or any injury or damage to the government resulting from the Licensee's use of the NLM databases.
- 2 The Licensee shall inform its users in writing that: "NLM represents that the data provided under this Agreement were formulated with a reasonable standard of care. Except for this representation, and as otherwise specifically provided in this Agreement, NLM makes no representation or warranties, expressed or implied. This includes, but is not limited to, any implied warranty of merchantability or fitness for a particular purpose, with respect to the NLM databases, and NLM specifically disclaims any such warranties and representations."
- 3 The Licensee assumes full responsibility for all costs associated with its own access to and use, preparation, maintenance, and operation of the NLM databases.
- 4 The Licensee shall take reasonable measures to ensure that the users of the Licensee's products or services derived from NLM databases accurately report usage information. (See also Paragraphs E.3., and J.)
- 5 NLM or its agent will provide replacement data if notification is made within thirty (30) days after the tape shipment, or data are first made available electronically.

D. QUALITY ASSURANCE

1. NLM shall:
 - a. Perform and make available updates and maintenance on its data. In MeSH-based databases, class maintenance is performed annually to correct or update specific classes of data in all records and files where they occur; and individual maintenance is usually performed at least monthly to correct errors or make changes in individual records.
 - b. Evaluate, including testing, the Licensee's system to determine compliance with the requirements of Paragraphs D.2.a. through D.2.o., and report the results from this testing to the Licensee.
 - c. Provide the Licensee a non-billed test code for record verification which permits access to NLM's publicly available online databases for which an access code is necessary. No code is needed to access NLM's databases on the free, Web-based systems.
2. The Licensee shall provide quality information services and/or products making use of NLM data. Except in the use of the MeSH Vocabulary File®, the Technical Services databases, or personal use of small segments of MEDLINE®, all Licensees shall abide with the following requirements:
 - a. Retain, as specified by NLM, a [minimal set of data elements](#), some of which are searchable.
 - b. Add to the NLM databases new records or portions thereof, when provided by NLM, but not less frequently than quarterly.
 - c. Correct records at the time new records are added, but not less frequently than annually.

- d. Provide timely announcements to inform the Licensee's users of significant errata and/or retractions identified by NLM.
- e. Perform annual class maintenance on the records in MeSH-based files when MeSH terms are retained in the Licensee's records.
- f. Perform updates, maintenance, corrections, and any value-added activity in such a way that no elements in the records become incorrect.
- g. Retain NLM records in a discrete file, or, if a complete NLM record is merged with records from other sources, label the NLM record so as to identify NLM as the source. Obtain written permission from NLM to merge NLM records, excluding those from Technical Services databases, or any part of NLM records with records from other sources.
- h. Describe explicitly to users the contents of the NLM database(s) and characterize accurately the capabilities of the Licensee's retrieval system and the purpose for which the NLM database is suitable and appropriate. Licensees must properly use trademark symbols when referring to NLM databases, systems, and products. Licensees must name their product in a fashion that clearly distinguishes it from NLM-produced databases accessible at the Library.
- i. Provide adequate customer service to answer questions about the NLM databases and the hardware and software necessary to use the Licensee's system.
- j. Provide a searching system that is sufficiently accurate to retrieve the same records or more relevant records when the identical search request is searched against the same database.
- k. Retrieve all records containing a specified value in a data element if the user is desirous of doing so unless the Licensee clearly states specific limitations of the retrieval system in terms of Paragraph D.2.h. above.
- l. Take reasonable steps to ensure that users will not continue to access products containing NLM data that have become superseded by updated and/or maintained versions.
- m. Provide NLM a non-billed test code to search the Licensee's publicly available online databases or copies of disks and software when products are not available online to NLM staff.
- n. Comply with NLM requirements for quality assurance and testing, which includes completing and returning to NLM a self-assessment evaluation.
- o. Demonstrate or send a demonstration copy of a proposed CD-ROM product to NLM prior to marketing the product.

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1. If the Licensee, or its representative, engages a third party to reformat or process the machine-readable data received from NLM, the Licensee's agreement with that third party must be reviewed and approved by NLM for compliance with NLM's terms and conditions as set forth in this Agreement.
2. Written approval from NLM is required before records or portions of records from NLM data are merged with other sources. NLM must be identified as the source of the NLM data so merged.
3. The Licensee shall inform its users that the duplication, resale, or redistribution of data obtained under this Agreement must conform to fair use guidelines and U.S. and international copyright law. Any duplication, resale, or redistribution by the Licensee or its users who provide information

services or products from NLM databases obtained directly or indirectly from the Licensee must also conform to NLM's quality assurance requirements listed in Paragraphs D.2.a. through D.2.o., copyright constraints listed in Paragraph F., and usage reports listed in Paragraph J. Written approval from NLM is required before a non-U.S. licensee duplicates, resells, or redistributes NLM data (except [cataloging records](#)) to others.

4. The Licensee shall issue the following notice regarding downloading and subsequent re-use of portions of NLM databases obtained from its products, irrespective of the medium on which it is provided. (This excludes portions of the TOXLINE Subset AND ChemID Subset, where downloading is not permissible without approval from database suppliers.):

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5. Refer to Section F, Copyright Constraints.

F. COPYRIGHT CONSTRAINTS

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2. The Licensee is required to display in full the following statement in order that its users be made aware of these copyright constraints: "Some material in the NLM databases is from copyrighted publications of the respective copyright claimants. Users of the NLM databases are solely responsible for compliance with any copyright restrictions and are referred to the publication data appearing in the bibliographic citations, as well as to the copyright notices appearing in the original publications, all of which are hereby incorporated by reference." (In the United States, Paragraph F.2. does not apply to Technical Services databases.)
3. The Licensee and its users shall be solely responsible for compliance with any copyright restrictions; NLM assumes no responsibility or liability associated with the Licensee's (or any of the Licensee's users') use and/or reproduction of copyrighted material. Anyone contemplating reproduction of all or any portion of any of the NLM databases should consult legal counsel.
4. Licensees are referred to the NLM statement on [Copyright of Abstracts and Downloading Small Amounts of MEDLARS Data for Redistribution](#) for additional information.

G. PRICING

1. At this time, and in the foreseeable future, NLM does not charge for data leased under this Agreement. Rates, if imposed, shall become effective after ninety (90)-days' notice published in the [NLM Technical Bulletin](#).

- 2 Licensees must make arrangements with the producers of some of the data in TOXLINE, Biosciences Information Service (BIOSIS), and the American Society of Hospital Pharmacists (ASHP); and the producers of some of the data in CHEMID, U.S. Pharmacopeial Convention, Inc. and Cosmetic Toiletries and Fragrance Association, in advance of leasing that data.

H. CHANGES IN THE SYSTEM

NLM reserves the right to change the types and formats of the data and the distribution media for each database made available under this Agreement. NLM shall notify the Licensee sixty (60) days in advance of any changes planned for the data delivered pursuant to this Agreement. Should such changes occur, the Licensee shall have the right to terminate the Agreement for any database at any time before or up to sixty (60) days after the changes are instituted by notifying NLM in writing by registered mail.

I. TRANSFERABILITY OF LICENSE

NLM agrees that, with its approval in writing, the Licensee may transfer this Agreement to a successor that has acquired substantially all of the Licensee's business or the particular product line for which this Agreement has been entered into by the Licensee. Succession shall include, but not be limited to, acquisition, merger, change of corporate name, or change in the make-up, organization, or identity of the Licensee. The transferee shall also be subject to all of the conditions stated in this Agreement. The Licensee shall notify NLM in writing within ninety (90) days after such a transfer occurs. NLM may, at its discretion, require that a new agreement be signed by the successor.

J. USER REPORTS

Usage of NLM databases by the Licensee's users and users of NLM databases redistributed or resold by the Licensee must be reported at least annually to NLM by all Licensees using [NLM supplied report forms](#). Testing, customer service, and quality control usage on the Licensee's own system should be included in the reported usage. NLM has an obligation to report total MEDLARS data usage as accurately as possible to the U.S. Congress.

K. TECHNICAL SPECIFICATIONS

Once a year, usually immediately prior to year-end processing, the Licensee will be given an opportunity to select the format and distribution media for the NLM databases to be received during the coming year from among the options NLM makes available.

L. DESIGNATED REPRESENTATIVE

The Licensee shall designate a representative responsible for the administration of this Agreement.

M. AMENDMENTS

This Agreement and its attachments constitute the entire understanding between NLM and the Licensee, and no modification of this Agreement (including changes in fee charges) shall be binding upon either party unless it shall be published in the *NLM Technical Bulletin*, published only electronically at www.nlm.nih.gov, or unless it is mutually agreed in writing by both sides.

FOR:
(LICENSEE)

FOR: National Library of Medicine

Signature

Signature
Mr. David Gillikin
Chief, Bibliographic Services Division

Name

Title

Telephone:

E-mail:

Date:

Date: